veloped a tendency to construe legacies as general. See 2 ALEXANDER, WILLS, § 646. A clear intent to the contrary is required to overcome this leaning. *Matter of Security Trust Co.*, 221 N. Y. 213, 116 N. E. 1006. So if there is a legacy of a specified amount or number of shares of stock, and it appears that the testator never possessed stock to the amount of the legacy, it is held general. *Purse* v. *Snaplin*, 1 Atk. 414. The same is usually held of a bequest of an amount equal to that possessed by the testator at the date of the will. *Snyder's Estate*, 217 Pa. St. 71, 66 Atl. 157; *Dryden* v. *Owings*, 49 Md. 356; *Tifft* v. *Porter*, 8 N. Y. 516; *Simmons* v. *Vallance*, 4 Bro. C. C. 345; *Robinson* v. *Addison*, 2 Beav. 515. See 1 ROPER, LEGACIES, 4 ed., 205 *et seq.* *Contra*, *Jewell* v. *Appolonio*, 75 N. H. 317, 74 Atl. 250. And see *New Albany Trust Co.* v. *Powell*, 29 Ind. App. 494, 64 N. E. 640. Where such amount is in round numbers, it may be that no sufficient intent that the legacy be specific is shown. But where the amount is odd, it seems that the inference of fact is sufficiently strong to turn the balance, and to convince the court that the testator is dealing with the actual stock he owns. See *Waters* v. *Hatch*, 181 Mo. 262, 79 S. W. 916; *Martin, Petitioner*, 25 R. I. 1, 54 Atl. 589; *Jeffreys* v. *Jeffreys*, 3 Atk. 120. See 14 COL. L. REV. 74. But see 1 ROPER, *op. cit.*, 212.

LIENS — LOSS OF LIEN — ATTACHMENT AT SUIT OF LIENHOLDER — RETENTION OF POSSESSION AFTER DISSOLUTION OF ATTACHMENT. — The defendant, who held a motor boat under a lien for repair charges, attached it in a suit against the owner. The sheriff left the motor boat on the defendant's premises, taking his receipt therefor. The plaintiff, upon being appointed receiver of the assets of the owner, procured the dissolution of the attachment. He now sues for possession of the boat, and the defendant sets up his lien. *Held*, that the plaintiff recover the boat. *Fidelity & Deposit Co. of Maryland* v. *Johnson*, 275 Fed. 112 (E. D. Mich.).

When property subject to a lien is attached at the suit of the lienholder and actually taken into possession by the officer, the lien, being dependent upon possession, is lost. *Cf. Swett* v. *Brown*, 5 Pick. (Mass.) 178. See STORY, AGENCY, 9 ed., § 367. See also 12 HARV. L. REV. 571. If, as in the principal case, the lienholder retains the goods, he holds them as bailee for the sheriff and must deliver to the latter upon demand. *Irey* v. *Gorman*, 118 Wis. 8, 94 N. W. 658; *Stannard* v. *Tillotson*, 88 Vt. 1, 90 Atl. 950. He thus ceases to claim simply under his lien and renders himself unable to respond immediately to a proper tender. Such possession may rightly be considered insufficient to continue the lien. *Citizens' Bank of Greenfield* v. *Dows*, 68 Iowa, 460, 27 N. W. 459; *Jacobs* v. *Latour*, 5 Bing. 130. *Contra*, *Lambert* v. *Nicklass*, 45 W. Va. 527, 31 S. E. 951. The lien being gone, it is the sheriff's duty, upon dissolution of the attachment, to deliver the goods to the receiver. Since such delivery has not yet been made, the sheriff may still hold the defendant liable upon his receipt. See *Fitch* v. *Chapman*, 28 Conn. 257, 261; *Berry* v. *Flanders*, 69 N. H. 626, 627, 45 Atl. 591, 592. The latter, therefore, is not restored to possession under a claim of lien. Even if he were, the lien, once lost, would be held, on common-law principles, not to revive. *Cf. Ford Motor Co.* v. *Freeman*, 168 S. W. 80 (Tex. App.); *Hartley* v. *Hitchcock*, 1 Starkie, 408. The court reaches a technically correct and desirable result. The former lienholder would otherwise retain his advantage over other creditors merely because the sheriff had chosen to leave the attached property with him.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RIGHT OF EMPLOYER TO REDUCE COMPENSATION BY AMOUNT RECEIVED BY EMPLOYEE FROM INJURING PARTY. — The Iowa Workmen's Compensation Act provides that where an employee receives an injury which "was caused under circum-

stances creating a legal liability in some person other than the employer, to pay damages in respect thereof," the amount of compensation to which such employee is entitled shall be reduced by the amount of damages recovered from the third party; and the employer, from whom compensation was recovered, shall be entitled to indemnity from the third party and to subrogation to the employee's rights against that party. (1913 IOWA CODE SUPP., § 2477-m.6.) The plaintiff's intestate, an employee of the defendant, was injured by and in the course of his employment through a collision with a street car operated by a third party. The employee, in consideration of his covenant not to sue the third party, received from the latter the sum of $750. The employee then sued the defendant for compensation. It did not appear on the record who was at fault in causing the collision. The defendant sought to reduce compensation by the amount the employee had received from the third party. *Held*, that it cannot do so. *Renner* v. *Model Laundry, Cleaning & Dyeing Co.*, 184 N. W. 611 (Iowa).

The *ratio decidendi* is that as the defendant has not borne his burden of establishing that the third party was legally liable for the employee's injury, he has failed to lay the foundation necessary for the reduction sought. The decision is justified by the words of the statute. But the court would better have given effect to its manifest purpose, which is two-fold: (1) to entitle the employee to recover full indemnity for his injuries, but no more; and (2) as between the employer and a third party, to put the common-law damages, but no more, on the third party, if he would have been liable at common law. See *Mahomed* v. *Maunsell*, 124 L. T. 153, 1 B. W. C. C. (N. S.) 269. *Cf. Jacowicz* v. *Delaware, etc. R. R. Co.*, 87 N. J. L. 273, 92 Atl. 946. See 28 HARV. L. REV. 713. Where the employee is the recipient of a mere gratuity from the injuring party, it should not be deducted from his claim for compensation. See *Gilroy* v. *Mackie*, 46 Sc. L. Rep. 325, 2 B. W. C. C. (N. S.) 269; *Blackford* v. *Green*, 87 N. J. L. 359, 361, 94 Atl. 401, 402. *Cf. Burnand* v. *Rodocanachi*, 7 App. Cas. 333; *Castellain* v. *Preston*, 11 Q. B. D. 380, 389, 395. But where a substantial sum is received by the employee in consideration of his release of, or covenant not to sue, the injuring party, a presumption of the latter's liability would seem to be raised. Most of the few cases which have arisen under similar statutes agree that the employer is entitled to a *pro tanto* reduction. See *Page* v. *Burtwell*, [1908] 2 K. B. 758; *Mulligan* v. *Dick & Son*, 6 Sc. Sess. Cas., 5th Ser., 126, 41 Sc. L. Rep. 77; *Murray* v. *North British Ry. Co.*, 6 Sc. Sess. Cas., 5th Ser., 540, 41 Sc. L. Rep. 383; *Rosenbaum* v. *Hartford News Co.*, 92 Conn. 398, 103 Atl. 120; *Cripps's Case*, 216 Mass. 586, 588, 104 N. E. 565, 566. But see *Naert* v. *Western Union Telegraph Co.*, 206 Mich. 68, 172 N. W. 606. *Cf. Newark Paving Co.* v. *Klotz*, 85 N. J. L. 432, 91 Atl. 91, 86 N. J. L. 690, 92 Atl. 1086. See 26 HARV. L. REV. 377.

RELEASE — CONSTRUCTION AND OPERATION — RELEASE OBTAINED BY FRAUD: SUIT ON ORIGINAL CLAIM WITHOUT TENDER. — The plaintiff's intestate was injured by the defendant. He accepted a small sum and gave a release. The intestate having died as a result of the injury, the plaintiff brought this action on the original claim, and contended that the release was obtained by fraud. The plaintiff tendered at the trial repayment of the consideration for the settlement, but had made no tender before. *Held*, that the trial judge properly directed a verdict for the defendant. *Randall* v. *Port Huron, St. C. & M. C. Ry. Co.*, 184 N. W. 435 (Mich.).

The defendant agreed to pay the plaintiff a percentage of all profits accruing from the acquisition of copper properties brought to his attention by the plaintiff. The defendant obtained a release of his obligations by money settlement, and this money has not been tendered back by the plaintiff. The plaintiff brought this action on the original contract, and the defendant set up the